

REMARKS

This amendment is being filed in response to the Office Action having a mailing date of June 17, 2009. Various claims are amended as shown. New claims 48-50 have been added. No new matter has been added. Claims 3, 5, 11, 14, 18-36, 41, and 45 were previously canceled without prejudice. Claims 9, 12-13, 15-17, and 46-47 are canceled herein without prejudice. With this filing, claims 1-2, 4, 6-8, 10, 37-40, 42-44, and 48-50 are pending in the application.

I. Telephone interview

The Examiner and his supervisor are thanked for taking the time from their busy schedules to conduct a telephone interview with the attorney of record (Dennis M. de Guzman) on August 19, 2009. An Interview Summary (form PTOL-413) was mailed on August 21, 2009 that indicated that “the substance of the interview” must be included with this present response.

Accordingly, the following is the substance of the interview: In the telephone interview held on August 19, 2009 between Mr. de Guzman and the Examiner and his supervisor, certain claims were discussed in view of the cited references. In response to the arguments presented by Mr. de Guzman, the Examiners nevertheless indicated that they did not believe that the claims as presently written recited subject matter that was distinctive over the cited references. The Examiners further indicated that they may in the future request additional information regarding the subject matter of the application. No agreement was reached with respect to the allowability of the claims.

II. Objection to the specification and rejections under 35 U.S.C. 112

The present Office Action objected to the specification for allegedly failing to provide “proper antecedent basis for the claimed subject matter” in claims 12, 16, and 17. The present Office Action also rejected claims 12-13 and 15-17 under 35 U.S.C. 112, second paragraph for allegedly being indefinite.

Claims 12-13 and 15-17 are canceled herein without prejudice, thereby rendering such objection/rejection moot. Accordingly, it is kindly requested that such objection/rejection be withdrawn.

III. Discussion of the claims and cited references

The present Office Action rejected claims 1, 2, 7, 8, 10, 12, 13, 16, 37, 38, 40, 42, and 44 under 35 U.S.C. § 102(b) as allegedly being anticipated by Freeman (U.S. Patent Application Publication No. 2001/0049717) and under 35 U.S.C. § 103(a) as allegedly being unpatentable over Freeman in view of Cullen. Claims 4, 6, 15, 39, and 43 were rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over Freeman in view of Bullard (U.S. Patent No. 6,405,251). Claims 9, 17, 46, and 47 were rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over Freeman in view of Eggleston (U.S. Patent No. 5,764,899).

With the cancellation of claims 12-13 and 15-17, their rejections are rendered moot.

For the reasons set forth below, the rejection of the remaining pending claims are respectfully traversed. It is therefore kindly requested that the rejection of such claims be reconsidered and withdrawn.

A. New independent claim 48

New independent claim 48 has been written along the lines of previously presented claims 37, 47, and 4 combined, which were rejected on the basis of four references Freeman, Cullen, Bullard, and Eggleston. It is respectfully submitted that claim 48 is allowable over these cited references, whether singly or in combination.

For example, claim 48 recites, *inter alia*, “wherein said network device is further adapted to provide a warning if a threshold limit, of a number of paid permitted connections less than a maximum limit of paid permitted connections, is reached,” which is a recitation based on subject matter from former claim 47. In rejecting claim 47, page 9 (section 19) of the present Office Action admitted that Freeman and Cullen do not teach this feature. To supply the missing teachings of these references, the present Office Action relies on Eggleston’s column 3, lines 57-65.

However, it is respectfully submitted that Eggleston does not cure the deficiencies of the other references.

The present Office Action alleges that Eggleston teaches providing a warning message if a “maximum limit of licensed connections is reached” (emphasis ours). This interpretation of Eggleston by the present Office Action is traversed herein.

Column 3, line 65 to column 4, line 3 of Eggleston says the following (emphasis ours):

“A further rate governor responsive to the main rate governor, may also be used at the remote unit. By means of this rate governor a mechanism is provided for both limiting user or group data transfer beyond a set amount, as well as providing alerts to users as the limit is approached.”

In the above-quoted passage from Eggleston, he clearly teaches a limit of user “data transfer” or group “data transfer,” rather than a limit of “connections.” Stated in another way, Eggleston limits the amount of data being transferred. In comparison, claim 48 recites “maximum limit of paid permitted connections” (emphasis ours). It is respectfully submitted that the amount of data transfer that is limited by Eggleston is different from the limit of connections recited in claim 48. As an illustration, Eggleston can have 1000 connections that are permitted, so long as the amount of user/group data being transferred by these 1000 connections is less than his data transfer limit. In illustrative comparison for an embodiment covered by claim 48 where the maximum limit of connections is 700 connections, 700 users will be allowed to connect, while the other 300 additional users (1000 total users wanting connection) will not be allowed to connect as such 300 additional users are above the 700 maximum limit.

Further, Eggleston is describing limits on the time and/or charges for data transfer. These limits by Eggleston are different than what is recited in claim 48.

In view of at least the above reasons, claim 48 is believed to be allowable.

B. Other independent claims

Independent claim 1 is amended to include the recitations of its former claim 9, with claim 9 now canceled without prejudice. Independent claim 37 is amended to include the recitations of its former claim 47, with claim 47 now canceled without prejudice. Independent claim 42 is amended to include the recitations of its former claim 46, with claim 46 now canceled without prejudice

In general, these independent claims 1, 37, and 42 are amended to recite a limit and warning that is analogous to the limit/warning explained above with respect to claim 48. For reasons similar to those above, it is respectfully submitted that claims 1, 37, and 42 are allowable.

IV. Conclusion

If there are any informalities or questions that can be addressed via telephone, the Examiner is encouraged to contact the attorney of record (Dennis M. de Guzman).

The Director is authorized to charge any additional fees due by way of this response, or credit any overpayment, to our Deposit Account No. 500393.

It is respectfully submitted that all pending claims are in condition for allowance. Favorable consideration and a Notice of Allowance are earnestly solicited.

Respectfully submitted,
Schwabe, Williamson & Wyatt

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